

HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111
415/398-4510 FAX 415/398-4816

VIA AIR COURIER

March 28, 1995

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, DC 20423

19324
RECORDED
MAR 28 1995 3 12 PM

Dear Ms. Lee:

Enclosed are three (3) Certification of True Copy along with three (3) copies of originals of the Rail Car Lease Agreement dated September 22, 1994 ("**Agreement**") between the following parties: —————

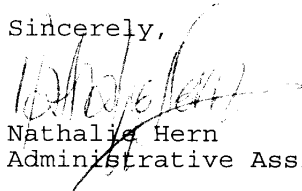
"Lessor":	Helm Financial Corporation One Embarcadero Center, Suite 3500 San Francisco, CA 94111
"Lessee":	CSX Transportation, Inc. 500 Water Street, J220 Jacksonville, FL 32202

The equipment involved in this transaction is as follows:

Equipment:	Two hundred fifty-one (251) open top hopper railcars (See ANNEX A to the Rail Car Lease Agreement for reporting mark and numbers)
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Please file the Agreement as a primary document. The filing fee of \$21.00 is included in the enclosed cheque.

Sincerely,


Nathalie Hern
Administrative Assistant

/nh
Enclosures (3)



Interstate Commerce Commission
Washington, D.C. 20423-0001

3/29/95

Office of the Secretary

Nathalie Hern
Administrative Assistant
Helm Financial Corporation
One Embarcadero Center
San Francisco, CA. 94111

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of

the Interstate Commerce Act, 49 U.S.C. 11303, on 3/29/95 at 3:05PM, and

assigned recordation number(s). 19324, 19328, 19326, 19327, 19328, 19329, 19330,
19331, 19332, 19333 and 19334, 18288-B and 16168-
RRR

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100577006)

\$ 273.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

19324

CERTIFICATION OF TRUE COPY MAR 21 1995 -3 05 PM

On March 10, 1995, I Cecilia Mostaghim examined the original copy of the Rail Car Lease Agreement made as of September 22, 1994 between Helm Financial Corporation, as Lessor, and CSX Transportation, as Lessee, and I hereby certify that I have compared the attached duplicate copy with the original and that it is a complete, true and correct copy of the original in all respects, including the dates, signatures and acknowledgements thereof.

Cecilia Mostaghim

Cecilia Mostaghim
Contract Administrator

STATE OF CALIFORNIA

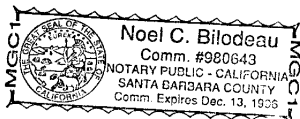
COUNTY OF SAN FRANCISCO

On March 13 1995, before me, the undersigned, personally appeared Cecilia Mostaghim, Contract Administrator for **HELM FINANCIAL CORPORATION**,

X personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Noel C. Bilodeau
SIGNATURE OF THE NOTARY

CERTIFICATION OF TRUE COPY

On March 10, 1995, I Cecilia Mostaghim examined the original copy of the Rail Car Lease Agreement made as of September 22, 1994 between Helm Financial Corporation, as Lessor, and CSX Transportation, as Lessee, and I hereby certify that I have compared the attached duplicate copy with the original and that it is a complete, true and correct copy of the original in all respects, including the dates, signatures and acknowledgements thereof.

Cecilia Mostaghim
Contract Administrator

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On _____ 1995, before me, _____, personally appeared Cecilia Mostaghim, Contract Administrator for **HELM FINANCIAL CORPORATION**,

 X personally known to me -OR-

_____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

SIGNATURE OF THE NOTARY

19324

MAR 22 1995 8 05 PM

RAIL CAR LEASE AGREEMENT

THIS RAIL CAR LEASE AGREEMENT (the "Lease") is made as of September 22, 1994 between HELM FINANCIAL CORPORATION ("Lessor") and CSX TRANSPORTATION, INC. ("Lessee").

1. Scope of Lease.

Lessor agrees to provide and Lessee agrees to take and use, subject to inspection, the two hundred fifty (250) open top hopper railcars (the "Unit(s)") more fully described in Annex A attached hereto.

2. Delivery and Acceptance.

- A. Lessor shall, at its expense, deliver the Units to Lessee at a mutually agreed to interchange point located on the railroad lines of Lessee (the "Delivery Point") for inspection.
- B. Lessor agrees to furnish the Units in compliance with the Federal Railroad Administration ("FRA") and Association of American Railroads ("AAR") rules of interchange in effect at the time of delivery. Lessee, at its expense, shall have the right to inspect and reject the Units subject to this Lease at the Delivery Point, provided that for any Unit not inspected by Lessee within ten (10) working days after the Delivery Date (as defined herein below) for such Unit, such Unit shall be deemed accepted and subject to this Lease on the Delivery Date. The "Delivery Date" for each Unit shall be the date on which such Unit is delivered to Lessee at the Delivery Point. Lessee shall provide a written notice to Lessor for any Units that are rejected by Lessee. Lessor shall, upon receipt of Lessee's notice for any rejected Unit, provide disposition instructions to Lessee regarding such rejected Unit. Lessee shall provide to Lessor for accepted Units a "Certificate of Acceptance" in the form set forth in Annex B attached hereto, the execution of which shall constitute conclusive evidence of the delivery and acceptance of the Units therein identified. Lessee agrees to be responsible for any transportation costs associated with the movement of any Unit from the Delivery Date for such Unit until the date such Unit is returned to Lessor.
- C. Lessor shall, at its expense, either promptly cause any rejected Unit to be repaired or replaced or exclude such Unit from this Lease.
- D. Lessee shall assume control, quiet enjoyment and possession of each Unit on the date such Unit is accepted or deemed accepted at the Delivery Point ("Acceptance Date"). LESSOR MAKES NO WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR A PARTICULAR PURPOSE.

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- E. Lessor shall show Lessee as the "lessee" of each Unit in the AAR "UMLER" file for the Term of this Lease (as defined below).

3. Term.

- A. There shall be an interim term under this Lease with respect to each Unit ("**Interim Term**") which shall commence on the Acceptance Date for such Unit and shall continue through October 31, 1994. The fixed term ("**Fixed Term**") of this Lease with respect to each Unit shall commence on November 1, 1994 ("**Effective Date**") and shall continue in full force and effect through and including October 31, 1995 (the Interim Term and the Fixed Term shall herein collectively be referred to as the "**Term of this Lease**").
- B. Upon the expiration of the Term of this Lease, if no event of default has occurred and is continuing under this Lease, upon Lessor's mutual agreement, Lessee may extend the Term of this Lease for any or all Units through October 31, 1996 ("**Extended Term**"); provided, however, that Lessee has given written notice to Lessor on or prior to September 4, 1995 of Lessee's desire to accept the Extended Term.

4. Rent.

- A. Lessee shall pay to Lessor as rent for each Unit bearing the reporting mark HLMX or HPJX, or the reporting mark and number from within the series HMJX 100000-100019 or HMJX 586866-586927 an amount of [REDACTED] per Unit per month, and for each Unit bearing the reporting mark and number from within the series HMJX 580074-580945 and HMJX 581004-581577 an amount of [REDACTED] per Unit per month (each such amount being "**Rent**"), payable on the first day of each month, in advance. Rent shall become effective for each Unit on the Acceptance Date for such Unit and shall continue until the date such Unit is returned to Lessor in accordance with the terms of this Lease. Lessor acknowledges that the Units will be returned after the expiration of the Term of this Lease and that this Lease will continue to apply against each Unit until such Unit is returned to Lessor. Rent shall be prorated for any Unit not accepted by the first day of a calendar month or returned by Lessee on the last day of a calendar month. If a Unit is accepted after the first day of a calendar month, the pro rata payment for that month will be added to, and paid with the following month's Rent.
- B. The Units shall otherwise be [REDACTED] while on Lessee's trackage, i.e., [REDACTED] (time or mileage) shall be assessed or paid by Lessee and Lessee shall receive a refund of all car hire charges received by Lessor while the Units are off Lessee's lines during the Term of this Lease.

5. Maintenance.

Lessee is responsible for all maintenance and repair to the Units during the Term of this Lease in accordance with the AAR Interchange Rules and FRA Railroad Freight Car Safety Standards.

6. Return Condition.

Except for normal wear and tear, Lessee shall return each Unit to Lessor (a) in as good condition, order and repair as when delivered to Lessee; (b) in interchange condition in accordance with AAR and FRA rules and regulations; (c) free of Rule 95 damage; and (d) free from all accumulations or deposits from commodities transported in or on it while in the service of Lessee. A joint inspection will be performed upon return of the Units to the Lessor and Lessee shall make any repairs to return any Unit to the appropriate condition.

7. Return.

- A. Upon the expiration of the Term of this Lease for the Units, Lessee shall, at its expense, transport the Units to a storage location or a mutually agreed to interchange point located on the railroad lines of Lessee. Lessee shall provide to Lessor written notice that the Units are assembled and available for inspection. Lessor and Lessee shall, within ten (10) working days of Lessor's receipt of Lessee's request for inspection, conduct a joint inspection of the Units. If Lessor declines to participate in any joint inspection the inspection record of Lessee shall control. Unless otherwise noted on the inspection report, the giving of disposition instructions by Lessor is conclusive evidence of the return of each Unit in a condition acceptable to Lessor.
- B. The placement of each Unit at the storage location or interchange point on or subsequent to the expiration of the Term of this Lease shall constitute a return of that Unit for the purposes of terminating any further rental payment. If Lessor provides disposition instructions to Lessee for the return of any Unit and Lessee fails to return such Unit to Lessor within ten (10) days following receipt of such disposition instructions ("**Disposition Date**"), then Lessee shall, commencing on the date which falls eleven (11) days after such Disposition Date and continuing until the date such Unit is returned to Lessor, pay to Lessor Rent for such Unit at the rate in effect immediately prior to the expiration or termination of this Lease and Lessee shall in addition keep all other payment and other obligations under this Lease as though such expiration or other termination had not occurred. Nothing in this Section shall give Lessee the right to retain possession of any Unit after expiration or other termination of this Lease with respect to such Unit.

8. Storage.

Lessee shall, at Lessor's option, provide up to thirty (30) days free storage ("**Free Storage Period**") for each Unit commencing on the date Lessee and Lessor have concluded an acceptable joint inspection certificate for such Unit ("**Accepted Unit**"). For any Accepted Unit remaining at any storage location after the Free Storage Period without disposition instructions, Lessor shall pay to Lessee a storage charge of five dollars (\$5.00) per Unit per day until the date on which Lessee receives Lessor's disposition instructions for such Unit. Lessee shall designate the storage location(s). Lessee is not responsible for loss of or damage to any Unit while such Unit is in storage, except to the extent such loss or damage results from Lessee's sole negligence.

9. Destruction; Indemnity.

A. If any Unit is damaged or destroyed beyond reasonable repair ("**Casualtied Unit**"), Lessee shall have the option to either (i) replace such Casualtied Unit with a railcar owned by Lessee that is comparable to such Casualtied Unit ("**Substitute Unit**") or (ii) pay to Lessor a settlement value payment as specified in the Casualty Schedule attached hereto as Annex C ("**Settlement Value**"). Rent shall terminate for such Casualtied Unit on either the date Lessor receives Lessee's Settlement Value payment for such Casualtied Unit or the date on which Lessor accepts any Substitute Unit. Lessee may reduce any Settlement Value payment to Lessor by sums received by Lessor as payment for rental paid in advance but not earned as a result of such Settlement Value payment. Lessor shall upon Lessee's request and subject to availability, furnish to Lessee the drawings and any records regarding prior usage and condition for any Casualtied Unit. Lessor shall have the right to accept or reject any Substitute Unit tendered by Lessee under this Section, provided that Lessor's acceptance shall not be unreasonably withheld. For any Substitute Unit, Lessee shall, at its expense, remark such Substitute Unit to bear the reporting marks and numbers designated by Lessor and shall, within five (5) days of Lessor's acceptance of any such Substitute Unit, issue to Lessor a bill of sale for such Substitute Unit. Upon the date Lessor accepts any Substitute Unit, such Substitute Unit will be subject to this Agreement as if originally a part thereof

B. Lessee shall indemnify and hold Lessor harmless against any claim made against Lessor and against any expense, loss or liability (including but not limited to counsel fees and expenses) which the Lessor may incur (unless resulting from Lessor's sole or to the extent of Lessor's joint negligence or as otherwise provided herein) by reason of this Lease, Lessor's ownership of, or arising from the use, operation, condition, delivery, rejection, return of any Unit or any

accident, personal injury, death or property damage involving any Unit, until such Unit is returned to the Lessor in accordance with the terms of this Lease. The indemnities in this paragraph shall survive payment or performance of all other obligations under this Lease or the termination of this Lease.

10. Taxes.

Lessee is responsible for the payment of all taxes, whether property, use or otherwise, that apply to the Units or are applicable as a result of this Lease (other than federal, state or local income tax payable by the Lessor in consequence of the receipt of payments provided herein).

11. Insurance.

Lessee shall maintain such insurance coverage and deductible self insurance in such amounts and against risks customarily insured against by Lessee on rail cars owned by Lessee. Lessee shall provide Lessor with an Officer's Certificate regarding current insurance coverage, upon request.

12. Liens.

Lessee will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Units, any Unit or any part thereof, Lessor's title thereto, or any interest therein.

13. Default.

Either party must provide the other party with notice and opportunity to correct any alleged default, other than a default in payment of Rent by Lessee, before an event of default may be declared by a party. Twenty (20) days notice shall be given prior to any such declaration. If the alleged default is not corrected to notifying party's reasonable satisfaction within the aforementioned time period, such party may declare an event of default. In that event, at Lessor's direction, Lessee shall, at its expense, return the Units to an interchange point or storage location on the railroad lines of Lessee and Lessor shall attempt to lease the Units to other parties and otherwise attempt to mitigate its damages. Lessor shall be entitled in addition to pursue any remedy it may have at law or in equity to recover the full amount of its damages from Lessee resulting from Lessee's default including all costs, expenses and reasonable attorneys' fees.

The following events shall be deemed to be "events of default":

- (a) The failure of Lessee to pay Rent when due and the continuance of said failure for ten (10) days after notice from Lessor.

- (b) The unauthorized assignment or transfer by Lessee of this Lease or of possession of the Units, or any part thereof.
- (c) The failure of either party to observe or perform any of the covenants, conditions or agreements contained herein.
- (d) Any bankruptcy proceedings shall be commenced by or against Lessee.
- (e) Any material representation made by either party shall prove to be false or materially incorrect on the date it was made.

14. Quiet Enjoyment.

- A. So long as an event of default by Lessee has not occurred, Lessee shall be entitled to the quiet enjoyment, use and possession of the Units.
- B. Lessee agrees that during the Term of this Lease, Lessee will not assign any Unit to service involving the operation and maintenance thereof outside the United States of America and that operation of any Unit outside the United States of America during such term will be limited to incidental and temporary use in Canada and Mexico.

15. Notices.

All notices shall be in writing and given by certified or registered mail or overnight express carrier at the addresses shown below:

Lessor: Helm Financial Corporation
One Embarcadero Center, Suite 3500
San Francisco, CA 94111
FAX: 415-398-4816
ATTN: President

Lessee: CSX Transportation, Inc.
500 Water Street J220
Jacksonville, FL 32202
FAX: 904-359-1109
ATTN: Treasurer

16. Assignment.

LESSEE MAY NOT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, WHICH WILL NOT BE UNREASONABLY WITHHELD, ASSIGN THIS LEASE OR SUBLEASE ANY UNITS TO ANY PARTY. Any purported assignment or sublease in violation hereof shall be void. Lessor may assign this Lease without the consent of Lessee but Lessee shall not be required to make any payments to any person other than Lessor unless Lessor has so advised Lessee in writing.

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17. Law Governing.

This Lease shall be governed by the law of the State of Illinois.

18. Entire Understanding.

This Lease contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties, whether written or oral with respect to the Units. This Lease may not be amended except by written instrument signed by the parties hereto.

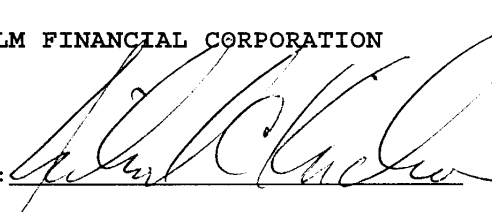
Lessor and Lessee, each pursuant to due corporate authority, have caused this Rail Car Lease Agreement dated as of September 22, 1994 to be executed by their authorized representative on the dates indicated below their signatures.

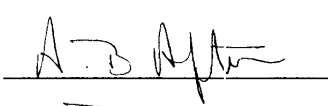
LESSOR

LESSEE

HELM FINANCIAL CORPORATION

CSX TRANSPORTATION, INC.

By: 

By: 

Title: President

Title: Treasurer

Date: 3-9-95

Date: 11.29.94



STATE OF CALIFORNIA

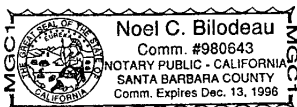
COUNTY OF SAN FRANCISCO

On March 10, 1994, before me, the undersigned
personally appeared Richard C. Kirchner, President of **HELM FINANCIAL CORPORATION**,

— personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Noel C Bilodeau
SIGNATURE OF THE NOTARY

STATE OF FLORIDA)

COUNTY OF DUVAL)

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On this 29th day of November, 1994, before me personally appeared A. B. Oyster, to me personally known, who, being by me duly sworn, says that he is Treasurer of **CSX TRANSPORTATION, INC.**, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Howard Michael Lee
Notary Public

My Commission Expires:

July 28, 1995

[Notarial Seal]

HOWARD MICHAEL LEE
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires July 28, 1995
Commission No CC131234

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ANNEX A

To the Rail Car Lease Agreement dated September 22, 1994 between Helm Financial Corporation and CSX Transportation, Inc.

Equipment Description:

One hundred forty-six (145), 100-ton, open top hopper railcars.

Unit Numbers:

HLMX 12001-12018; 36048-36940; 120019-120023; 200000-200022; 504001-504016; 582055-589680 (specific Unit numbers to be provided in the Certificate(s) of Acceptance)

Equipment Description:

Twenty-five (25), 3,610 cubic foot, 100 ton capacity, 4 compartment, open top hopper railcars with 45 degree slope sheets; manufactured by Trinity Industries, Inc. in 1990.

Unit Numbers:

HPJX 20002-20102 series (specific Unit numbers to be provided in the Certificate(s) of Acceptance)

Equipment Description:

Eighty (80), open top hopper railcars.

Unit Numbers:

HMJX 580074-586927, 100000-100019 (specific Unit numbers to be provided in the Certificate(s) of Acceptance)

ANNEX B

CERTIFICATE OF ACCEPTANCE

The undersigned, a duly authorized representative of **CSX TRANSPORTATION, INC. ("Lessee")**, does hereby certify that he has caused to be inspected and, on the date set out below, has accepted on behalf of the Lessee the following described Units of equipment, which Units, based upon a visual inspection, are in apparent good order, condition and repair for use pursuant to the certain Rail Car Lease Agreement dated as of September 22, 1994 between **HELM FINANCIAL CORPORATION** and Lessee.

Equipment Description

Unit Number

Acceptance Date

AUTHORIZED REPRESENTATIVE:

By: _____

Title: _____

Date: _____